

**COMSTECH PREPAID WIRELESS INTERNET SERVICE
SERVICE DESCRIPTION**

Click on the page number of the section that you are interested in

1	ABOUT THIS SERVICE DESCRIPTION	3
2	HOW WILL WE NOTIFY YOU OF CHANGES TO THE AGREEMENT? ..	3
3	THE SERVICE	3
3.1	What is the <i>service</i> ?	3
3.2	Who supplies the <i>service</i> ?.....	3
3.3	How we deal with <i>your</i> personal information?.....	3
3.4	How will we supply the <i>service</i> to you?	4
4	ACCESSING THE SERVICE	4
4.1	What do you need to access the <i>service</i> ?	4
4.2	Your computer.....	4
4.3	Roamer modem	5
4.4	Roamer Modem Network Locking	5
4.5	SIM card	5
4.6	Who owns the <i>Optus SIM card</i> ?.....	5
4.7	What do you do if your <i>Optus SIM card</i> is lost or stolen?.....	5
4.8	Replacing the <i>Optus SIM card</i>	6
4.9	How do you connect to the <i>service</i> ?	6
4.10	What do we provide as part of the <i>service</i> ?	6
4.11	Your e-mail account	6
4.12	Coverage	6
4.13	How does your <i>modem</i> choose a network to supply the <i>service</i> ?.....	7
4.14	Data Usage	7
4.15	Member Services	7
5	USE OF THE SERVICE	8
6	SERVICE CHARGES	8
6.1	What does the cost of the <i>service</i> depend on?	8
7	CREDITS ON THE OPTUS SIM CARD.....	9
7.1	What happens if your <i>pre-paid account</i> is below the <i>minimum data allowance</i> ?..	9
7.2	When do you need to add more data?	9
7.3	Recharging your <i>pre-paid account</i>	10
8	SERVICE NUMBER	10
8.1	How do you obtain a service number?.....	10
8.2	How are service numbers allocated?	10
8.3	Can we change the service number we have <i>issued</i> to you?	11
8.4	Can you change the <i>service</i> number we have <i>issued</i> to you?.....	11
8.5	Who owns the service number?	11
8.6	Our liability to you in respect of service numbers.....	11

9 MOBILE NUMBER PORTABILITY.....11
9.1 Porting from another *carrier* or *carriage service provider*11
9.2 Porting from *us*11

10 DATA TRANSFER SPEEDS.....12

11 ROAMING.....12

12 WARRANTIES12

13 SUSPENSION OR CANCELLATION OF THE *SERVICE*13

14 SOFTWARE.....13

16 SMS14

17 CUSTOMER SERVICE.....14

**18 *OUR* ADDITIONAL RIGHTS OF SUSPENSION AND CANCELLATION
14**

19 *SUPPLIER* AND THIRD PARTY SERVICES.....14

20 WHAT DO TERMS IN THIS *SERVICE DESCRIPTION* MEAN?.....15

ABOUT THIS SERVICE DESCRIPTION

- (a) This is the service description for the Comstech Prepaid Wireless Internet Service.
- (b) *Your agreement with us* for the supply of the *service* is made up of:
 - (i) *your application*;
 - (ii) *the consumer terms*;
 - (iii) *this service description*;
 - (iv) *the standard pricing table*; and
 - (v) *the appendices*.
- (c) You may obtain a copy of the latest version of the *consumer terms*, *service description*, *standard pricing table* and *appendices* from *us* or on *our* website: www.comstech.com.au/legal.
- (d) Where *you* may be charged a fee or charge, then this fee or charge is set out in the *standard pricing table*. Please check the *standard pricing table* carefully to see what fees or charges apply to *your* use of the *service*.
- (e) The meaning of the words printed *like this* is set out at the end of this service description.

HOW WILL WE NOTIFY YOU OF CHANGES TO THE AGREEMENT?

- (f) In some circumstances, *we* have to give *you* *notice in writing* of a change to the *agreement*, as set out in clause 2A of the *consumer terms*.

In those circumstances not covered by (a) above, if *we* change the terms of the *agreement*, in addition to any other method of notification in writing (including, but not limited to, by mail or *e-mail*), *we* may notify *you* of the change by notice on the Comstech Systems web site: www.comstech.com.au

THE SERVICE

1.2 What is the *service*?

- (a) The *service* allows *you* to access the Internet and related data services from *your* computer via a wireless connection.
- (b) *You* can access the *service* via an approved modem device (such as a *USB modem - Roamer modem*) and the *Comstech software* loaded onto *your* computer in any location covered by *our 3G/HSPA network*.

1.3 Who supplies the *service*?

- (a) Comstech Systems supplies the *service* to *you*.
- (b) The *Comstech Internet portal service* is provided to *you* by *us*.

1.4 How *we* deal with *your* personal information?

- (a) If *you* use the *Comstech Internet portal service*, when moving from the *Comstech Internet portal service* homepage to other pages, *you* will move from being covered by *our* privacy policy to being covered by the privacy policy of the third party supplier of those pages. *You* should check the applicable privacy policy as to how *your* personal information is handled.

- (b) When *you* use the *Comstech Internet portal service*:
 - (i) *we* may collect and use *personal information* about *you* in order to provide *you* with the *Comstech Internet portal service* and related services, including targeted advertising, and
 - (ii) *personal information* about *you* collected by *us* will be stored or processed in Australia and will be handled in accordance with Australian privacy laws.

1.5 How will *we* supply the *service* to *you*?

Subject to complying with *our* obligations under clause 2A of the *consumer terms* (as applicable to *you*), *we* may modify aspects of the *service* and the delivery of the *service* to *you* if it is necessary to do so for the efficient operation of *our network*.

We may, for example:

- (a) deliver access and content via proxy servers and caches,
- (b) manage the network to prioritise Internet traffic of certain types or users over others,
- (c) manage the bandwidth available to certain types of data, such as peer to peer traffic,
- (d) block or filter specific Internet ports,
- (e) block incoming and outgoing e-mail messages which exceed 10 megabytes in size,
- (f) limit the number of addresses to whom an outgoing e-mail can be sent, or
- (g) refuse to accept incoming e-mail messages to mailboxes that have exceeded the e-mail storage limit.

ACCESSING THE *SERVICE*

1.6 What do *you* need to access the *service*?

- (a) To access the *service* *you* need:
 - (i) a computer conforming to the minimum system requirements;
 - (ii) an approved wireless modem;
 - (iii) a *SIM card*;
 - (iv) the *Comstech software* to load onto *your* computer;
 - (v) credit on *your* Pre-Paid Wireless Internet Account.
- (b) Terms relating to equipment are set out in clauses 4.2 to 4.4 below. Terms relating to software are set out in clause 14 below.

1.7 *Your* computer

- (a) In order to access the *service*, *you* must have a computer that meets the *minimum system requirements*.
- (b) If *your* computer does not meet the *minimum system requirements*, *you* will not be able to successfully use the *service*.

1.8 *Roamer modem*

- (a) *You can:*
 - (i) purchase an approved *Roamer modem* from us as part of a *Pre-Paid Bundled Starter Kit* to access the *service* (see *standard pricing table*); or
 - (ii) use *your own* Roamer modem approved for use on *our 3G/HSPA networks* to access the *service*.
- (b) If *you* choose to use *your own* wireless modem to access the *service*:
 - (i) *your* modem must be an *approved wireless* modem; and
 - (ii) the operation of *your* modem, and any repairs to it, is *your* responsibility.

1.9 *Roamer Modem Network Locking*

- (a) If *you* choose to purchase an approved *Roamer modem* from us as part of a *Pre-Paid Bundled Starter Kit*, *your modem* may be programmed to only work on Optus network. This is known as network locking.

1.10 *SIM card*

- (a) To be able to connect to the *service* you need an *Optus SIM card*.
- (b) *You* agree to take reasonable care of the *SIM card*, and agree that if *you* fail to do so *you* will be responsible for the costs of repair or replacement in the event that it is damaged, lost or stolen.
- (c) *You* must:
 - (i) keep the *SIM card* secure;
 - (ii) not remove the *SIM card* from the *Roamer modem* (unless instructed to do so by *our personnel*);
 - (iii) only use the *SIM card* to access *our service*;
 - (iv) not interfere with or impair the operation of the *SIM card*;
 - (v) not duplicate the identity of the *SIM card* (including for the purpose of back up).
- (d) *You* should not use the *SIM card* to access (and *you* may not be able to access) other services, such as voice calls or MMS. If *you* are able to access such services, *your* use of such services will:
 - (i) be charged at prevailing rates; and
 - (ii) count towards *your data allowance*.

1.11 *Who owns the Optus SIM card?*

- (a) *We* own the *Optus SIM card* and it remains *our* property at all times.
- (b) *You* must not interfere with or impair the operation of the *Optus SIM card*.

1.12 *What do you do if your Optus SIM card is lost or stolen?*

- (a) *We* are not responsible for any lost or stolen *Optus SIM cards*.

- (b) *You must notify us as soon as possible if the Optus SIM card we have given you is lost or stolen and we will bar or activate Optus IMEI blocking on your wireless modem.*
- (c) *You are responsible for all use on the lost or stolen Optus SIM card up until the time you notify us that your Optus SIM card has been lost or stolen and we bar or activate Optus IMEI blocking.*
- (d) *If your Optus SIM card is lost or stolen and you do not notify us, we may cancel it in accordance with clause 17 below.*

1.13 Replacing the Optus SIM card

Unless you are otherwise in breach of the *agreement*, we will replace the *Optus SIM card* and may charge you a replacement fee.

1.14 How do you connect to the service?

- (a) *To connect to the service you need to activate your Optus SIM card.*
- (b) *Once installed you may connect to the service at any time by launching the Comstech software from your computer in any location covered by the Optus 3G/HSPA network.*

1.15 What do we provide as part of the service?

- (a) *We will provide you with a dynamic IP address that your Roamer modem uses to connect to the service. This IP address remains our property and may change from time to time without any notification to you.*
- (b) *You will not be able to access the service if you configure your computer to connect to the service using a static IP address.*
- (c) *We are not responsible for installing, maintaining or providing on-site technical support in relation to the modem.*

1.16 Your e-mail account

- (a) *If you choose to create an email address, you will be required to select an e-mail address (or username). The e-mail address must meet our specifications as shown during signup and are subject to availability. We reserve the right to decline or delete an e-mail address that we reasonably consider to be offensive, defamatory, illegal or otherwise inappropriate without notice.*
- (b) *Your storage capacity is 50 MB on your primary email address.*
- (c) *If we contact you by e-mail, the e-mail will be sent to your primary e-mail address.*
- (d) *You must monitor your primary e-mail address regularly to retrieve and review your e-mails.*

1.17 Coverage

- (a) *The service is only available in areas covered by our 3G/HSPA network*
- (b) *You are responsible for inquiring whether coverage is available in the area in which you want to use the service.*

- (c) In areas that the service is available, it is technically impracticable for *us* to guarantee that:
 - (i) the *service* is available in each place within an area where there is coverage,
 - (ii) ‘drop-outs’ will not occur,
 - (iii) there will be no delays in transferring data when switching between bearer *networks*, and
 - (iv) there will be no congestion on *our network*.
- (d) The coverage area of the 3G/HSPA network is not equal to the coverage area of the GSM network.
- (e) For the latest coverage information visit www.optus.com.au/coverage.

1.18 How does *your modem* choose a network to supply the *service*?

- (a) The *modem* and *Comstech software* (if applicable) automatically conducts a handover between the *Optus 3G/HSPA network* and *Optus GSM network*, maintaining *your* connection during data transfers. They monitor network availability and connect to one of the two network types in the following order:
 - (i) Optus 3G/HSPA network; and
 - (ii) Optus GSM network.
- (b) If the network *you* are connected to becomes congested and there is no other network available *your* connection may drop out. If there is congestion or *you* move locations, the *modem* and *Comstech software* (if applicable) will determine if it is possible to select the other network according to the hierarchy above.
- (c) *You* may choose to override the automatic operation of the *modem* and *Comstech software* (if applicable) and choose one of the two networks to operate the *service*.
- (d) During handover between networks there may be a short period of time (up to 45 seconds) during which data does not transfer.

1.19 Data Usage

- (a) *Your data usage* applies to uploading and downloading.
- (b) Data is counted in 10MB increments. The first 30MB of data each day is counted as 10MB. Data usage after this will be counted in 10MB increments.
- (c) *You* are able to obtain an indication of *your data usage* via the client application. There are a number of factors, including type of traffic and time used that will affect *your* actual usage. *We* recommend *you* check *your data usage* regularly to find out *your* current level of usage, and how much of *your data allowance* remains.
- (d) *You* are able to retrieve your remaining balance by sending an email to support@comstech.com with the word “balance”.

1.20 Member Services

- (a) Member Services is available from www.comstech.com.au.

- (b) Member Services features includes one *primary email address*.

USE OF THE SERVICE

- (c) To be an account holder, *you* must be over 18 years of age, or if not, *you* must have obtained the consent of a parent, teacher or other responsible adult.
- (d) Any username *you* elect to use in conjunction with the *service* must meet *our* specifications as advised when *you* apply for the *service*. *We* reserve the right to delete usernames that *we* consider offensive, defamatory, illegal or otherwise inappropriate without notice.
- (e) *We* will communicate with *you* using *your primary email address*. *You* agree to monitor this email account regularly to retrieve and review these communications.
- (f) *We* are not responsible for any Internet *content* that may be obtained via the *service*.
- (g) In order to provide *you* the *service*, *we* may collect certain information about the performance of the *service*, *your* computer and *your* use of the *service*. Unless *we* are permitted or required to do so under *our* privacy policy, *we* will not use this information to identify *you*.
- (h) *You* must:
- (i) comply with *our Acceptable Use Policy* when using the *service*, and
 - (ii) ensure that the software *you* use with the *service* is properly licensed.
- (i) *You* must not, subject to paragraph (i) below:
- (i) resell, share or otherwise distribute the *service* (or any part of the *service*) to any third party without *our* prior written consent, or
 - (ii) run or provide network services to others via the *service*.
- (j) *You* may connect a *LAN* to the *service* for private use, however the set-up and configuration of a *LAN* connected to the *service* is not supported by Customer Service.
- (k) *We* may monitor *your service* to ensure that *you* are complying with the *agreement*. *We* are entitled to investigate any misuse of the *service*, including any breach of the *Acceptable Use Policy*, and may involve police or other law enforcement agencies in doing so. If *we* find that *you* have misused the *service*, *we* may recover from *you* any costs of investigating that misuse. If *your* misuse causes *loss* to another user and *we* are required to pay compensation to that user, *we* may require *you* to reimburse *us*.
- (l) If *you* breach paragraph (i) above, *we* may, in addition to and without limiting *our* other rights under clauses 11.3 and 12.1 of the *consumer terms*, immediately suspend or *cancel the service* without further notice.

SERVICE CHARGES

1.21 What does the cost of the *service* depend on?

The cost of the *service* depends on:

- (a) the pricing plan you select, and

- (b) any changes *you* make to *your pricing plan*, the *additional service features you* use or acquire and if *you* accept the terms of a *special*.

Pricing Plans

The *pricing plans* in the *standard pricing table* vary in relation to the:

- (c) charges,
- (d) *data validity period*,
- (e) additional period,
- (f) included *data allowance*.

How will usage be counted and deducted?

- (g) *Your* usage will be counted in 10MB increments.
- (h) The first 30MB of usage per day will be charged as one 10MB increment.
- (i) *Your* usage will be deducted from the current data balance on *your* pre-paid account.
- (j) *You* will not be sent any bills, invoices or statements recording transactions made.

Data Balance

- (k) Data cannot be converted into or redeemed as cash and cannot be applied against other services *you* have with *us*.
- (l) *We* will transfer any remaining data if *your SIM card* is lost, stolen or damaged and *you* purchase a new *SIM card* for use with the *service*.
- (m) If *we* cancel the *service* for convenience, *we* will not:
 - (i) refund any unexpired pre-paid credits, or
 - (ii) apply those credits for use on another service *you* have with *us*.
- (n) Where the *service* is not cancelled for convenience, any data remaining on *cancellation of the service* will be forfeited.

CREDITS ON THE OPTUS SIM CARD

1.22 What happens if *your pre-paid account* is below the *minimum data allowance*?

- (a) *You* cannot access the internet if the data in *your service* is below the *minimum data allowance (10MB)*.
- (b) *We* may terminate a session without notice if the data runs out during the session.

1.23 When do *you* need to add more data?

- (a) The *data validity period*
 - (i) Irrespective of whether the *SIM card* currently has available data, *you* must add at least the *minimum data* to *your SIM card* within the *data validity period*.
 - (ii) If *you* do not add at least the *minimum data* in accordance with paragraph (i) above, the remaining balance on *your* pre-paid

account will be forfeited at the end of the *data validity period* and *your SIM card* will be set at a zero credit balance.

- (iii) *You* cannot claim a refund or credit for any forfeited data.
 - (iv) *We* are under no obligation to notify *you* that the data is about to be or has been forfeited.
 - (v) Each time data is added, a new *data validity period* begins.
 - (vi) If *you* use all of *your* data before the expiry of the *data validity period*, the *additional period* does not commence until the *data validity period* has expired.
- (b) The *additional period*
- (i) If the balance of *your Optus SIM card* is zero (\$0/ 0 MB) because:
 - (A) *your* data was forfeited pursuant to paragraph (a)(ii) above, or
 - (B) the available data was exhausted through use,

you will be given an additional period of 90 days to recharge. *You* must recharge before the expiry of the *additional period*.
 - (ii) If *you* do not recharge in accordance with paragraph (i) above, *we* can *cancel the service* without notice. If *you* recharge before the expiry of the *additional period*, the *service* will be fully restored and *you* can access websites and send SMS messages (depending on *your* recharge amount).

1.24 Recharging your pre-paid account

- (a) *You* may recharge *your pre-paid account*:
 - (i) by Bpay,
 - (ii) by purchasing a *recharge* at our retail outlets or
 - (iii) by credit card over the phone
- (b) *Recharge vouchers* must be used before the date advised by *us* or the date set out on the back of the card. *We* will not replace or refund any expired, lost or stolen *recharge vouchers*. *You* can only recharge up to 10GB at any time.

SERVICE NUMBER

1.25 How do you obtain a service number?

We will *issue you* a service number for use with the *service*.

1.26 How are service numbers allocated?

All phone numbers are selected, issued and used by *us* in accordance with ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (*numbering regulations*).

1.27 Can we change the service number we have issued to you?

- (a) We may be required to recover and/or recover and replace a service number we have issued you in order for us to comply with the numbering regulations.
- (b) We will give you as much notice as is reasonably practicable if we have to do this.

1.28 Can you change the service number we have issued to you?

- (a) You may request a new service number. If we agree to issue you a new service number, you may have to pay a charge.
- (b) If you need a new service number because you have received SMSs of a harassing nature and you reported the matter to the relevant law enforcement agency, we will supply you with a new service number free of charge on the first two occasions. You will have to pay a charge for any further service number changes.

1.29 Who owns the service number?

- (a) You do not own the service number and your right to use the number starts when we issue the service number to you.
- (b) Your right to use the service number ends if you no longer obtain the service unless you port the phone number (see clause 9 below).
- (c) If you stop obtaining the service and do not port the phone number, we may issue the phone number to another customer in accordance with the numbering regulations.

1.30 Our liability to you in respect of service numbers

- (a) We are not liable to you for any expense or loss incurred by you due to:
 - (i) any recovery or recovery and replacement of the service number under clause 8.3 above, or
 - (ii) you ceasing to have the right to use the service number under clause 1.29(a) above.

MOBILE NUMBER PORTABILITY**1.31 Porting from another carrier or carriage service provider**

- (a) You may be able to port a service number you have obtained from another carrier or carriage service provider when you connect to the service.
- (b) We will not charge you a fee for porting a service number from another carrier or carriage service provider.
- (c) You must not cancel the service you have with the other carrier or carriage service provider before you port the service number. We will inform the carrier or carriage service provider from which you have ported the service number that you have ported the number and they will cancel the service.

1.32 Porting from us

- (a) You can port a service number you have obtained from us for use with the service to another carrier or carriage service provider.

- (b) *You must not cancel the service before you port the service number. The carrier or carriage service provider to which you have ported the number will inform us that you have ported your number and we will cancel the service.*
- (c) *You can only port the service number, you cannot port any value added services.*
- (d) *You may only port a service number for which you are the authorised customer.*
- (e) *Any credits you have in your pre-paid account will be forfeited if you port the service number to another carrier or carriage service provider.*

DATA TRANSFER SPEEDS

- (f) The speed of data transmitted using the *service* will vary depending on the following factors:
 - (i) The network used to connect to the *service* (for example you may obtain faster data transfer speeds on the *3G/HSPA network* than on the *GSM network*). You will not experience broadband speeds where only *GSM* coverage is available (including in Tasmania and the Northern Territory);
 - (ii) The distance you are from a mobile tower;
 - (iii) The capacity and load of the mobile tower;
 - (iv) Your equipment and software;
 - (v) The number of users sharing the network;
 - (vi) General activity on the Internet; and
 - (vii) Speed and capacity of the server you are accessing.
- (g) Theoretical maximum download speed on *our 3G/HSPA network* is up to 3.6 Mbps. Based on *our* network testing, you can expect speeds between 512 kbps and 1.5 Mbps with peak speeds up to 3Mbps. Actual speeds may be slower.

ROAMING

- (h) The *service* is not available for roaming overseas.

WARRANTIES

- (i) If you have purchased equipment from us for use with the *service*, in addition to *our* obligations under the *statutory warranties* (see explanatory note at clause 13.2 of the *consumer terms*), we provide the *warranty period* with equipment we supply to you at no extra cost. The *warranty period* does not apply where you have supplied your own equipment.
- (j) If you notify us of a fault with the equipment that you have purchased from us within the *warranty period*, we will, at *our* option, and for no charge, repair, replace, or provide credit for the faulty item.
- (k) If we do not find a fault, or if the fault was caused by:
 - (i) any equipment which is not *Comstech owned equipment* (such as your computer),

- (ii) any interference caused by an *intervening event*,
- (iii) any interference with or modification to this equipment or a failure to use it in accordance with instructions, or
- (iv) damage caused by *you*,

then *we* will charge *you* for the repair or replacement including associated shipping, handling and/or service call fees. *We* will tell *you* how much these charges are likely to be before *you* incur them.

- (l) Subject to *our* obligations under the *statutory warranties*, (see explanatory note at clause 13.2 of the *consumer terms*), *outside* any *warranty period*, the maintenance of any equipment *you* have purchased from *us* is *your* responsibility. If *we* replace that equipment, unless replacement arises as a result of a breach of a statutory warranty, *we* will charge *you* a fee including associated shipping, handling and/or service call fees. *We* will tell *you* how much these charges are likely to be before *you* incur them.

SUSPENSION OR CANCELLATION OF THE SERVICE

- (m) Subject to the terms and conditions set out in *our agreement*, *we* may suspend the *Comstech Internet portal service* in those circumstances where *we* are entitled to suspend the *service* under the *agreement*.
- (n) If the *service* is cancelled under the *agreement*, *we* are authorised to delete any files, programs, data and email messages stored in *your primary email address* (and any associated email addresses).

SOFTWARE

- (o) *We* will provide the *Comstech software* for use with the *service*.
- (p) *You* are granted a non-exclusive licence to use the *Comstech software* subject to the *agreement* and the end user agreement provided with the *Comstech software* at the time of installation.
- (q) If the *service* is cancelled, *you* must cease using and delete the *Comstech software*.
- (r) *We* do not make any warranty or representation regarding the performance of any software provided to *you* in connection with the *service* as it operates on *your* computer. This does not affect *our* obligations under the *statutory warranties* (see explanatory note at clause 13.2 of the *consumer terms*).
- (s) *We* provide support for the *Comstech software*, but do not provide support for software not supplied by *us*.
- (t) The *Comstech software* may not be compatible with some operating systems.
- (u) *You* must not disassemble, decompile or reverse engineer any *software* provided by *us*.
- (v) *We* may automatically check the version of any *Comstech software* *you* use with the *service*. *We* may automatically upgrade any *Comstech software* *you* use with the *service*.

16 SMS – Not available on all services

When *you* send an SMS, *your* service number or name may be displayed on the phone of the person to whom *you* are messaging. *You* cannot bar *your* service number or name when *you* send an SMS.

17 CUSTOMER SERVICE

- (a) If *you* require support with *your* connection to the *service* or have any questions relating to that connection *you* can contact Customer Service.
- (b) We will provide customer service for the connection of a single computer that meets the current *minimum system requirements* to the *service*. We will not provide customer service for the connection of additional computers, networking devices or *LAN* to the *service*.
- (c) Customer service may only provide limited assistance for equipment and software supplied by *you*. However, full customer service is provided regarding service usage, passwords, email and online services.
- (d) We may refer *you* to a third party for technical support that is of a complex nature. The terms and conditions of any third party suppliers apply to any services supplied by them and charges for their services are payable directly to them.

18 OUR ADDITIONAL RIGHTS OF SUSPENSION AND CANCELLATION

- (a) In addition to *our* rights under the *consumer terms* (as applicable to *you*), *we* may suspend or *cancel the service* without prior notice if:
 - (i) *you* fail to add at least the *minimum data* as required by clause 7 above,
 - (ii) *we* believe, or *we* are informed by law enforcement authorities that they believe, the identification evidence provided by *you* is false or inadequate,
 - (iii) *you* transfer *your Optus SIM card* to another party without obtaining *our* consent, or do not provide sufficient details of the identity of the other party, or
 - (iv) *you* engage in fraudulent recharge behaviour.
- (b) In addition to *our* rights under the *consumer terms* (as applicable to *you*), *we* may cancel the *service* by giving six (6) months notice which will be published in at least one major daily newspaper in each capital city in Australia.

19 SUPPLIER AND THIRD PARTY SERVICES

You acknowledge that:

- (a) the *service* relies on the services of *suppliers* for its operation, who are not controlled by *us*, and
- (b) *we* do not exercise any control over, authorise or make any warranty regarding:
 - (i) *your* right or ability to use, access or transmit any content using the *service*,

- (ii) the accuracy or completeness of any content which *you* may use, access or transmit using the *service*,
- (iii) the consequences of *you* using, accessing or transmitting any content using the *service*, including without limitation any virus or other harmful software, and
- (iv) any charges which a third party may impose on *you* in connection with their services accessed via the *service*.

20 WHAT DO TERMS IN THIS SERVICE DESCRIPTION MEAN?

3G/HSPA means wideband CDMA which operates at a higher frequency than the digital GSM cellular mobile network and GPRS networks to transmit voice and data services or, **HSPA** which is available if *you* have an HSPA compatible modem and are located in an **HSPA** coverage area.

3G/HSPA network means *our* 3G network, used to transmit 3G services (including **HSPA** services).

Acceptable Use Policy means the Comstech Internet Acceptable Use Policy. The **Acceptable Use Policy** sets out the rules and guidelines with which *you* must comply in using the *service*.

Additional period means the number of days after the expiry of the *data credit validity period* during which *you* can maintain an active service with limited access to un-metered website.

approved USB Modem means a **USB Modem** tested and approved by *us* for use to access the *service*. If *you* purchase a **USB Modem** from *us*, the **USB Modem** we supply will be an **approved USB Modem**.

client application is the software that is provided with *your* modem that allows *you* to connect the *service* to *our* mobile network.

data allowance means the amount of maximum *data usage* that can be used at in a given billing month as set out in *your pricing plan*. Data allowance is measured in Kilobytes (1024 Kb = 1 MB).

data usage means the amount of data that *you* have uploaded and downloaded in a given period. *Data usage* is measured in MB.

data validity period means the number of days, from the date of data credit activation until the date of data credit expiry, within which *you* must add the *minimum credit* to *your* account. There may be two different *data credit validity periods* - one following the initial activation of *your pre-paid account (initial data credit validity period)* and another following subsequent activations (*recharge data credit validity period*).

GSM network means *our* mobile GSM (global system for mobile) network which is the digital mobile network used to transmit voice and data services.

IMEI blocking allows *us* to block *your* mobile phone if *your* mobile phone is lost or stolen.

minimum data means the smallest amount of data needed to access the Internet.

modem means an approved *wireless broadband modem*.

Comstech Internet portal service means the portal service provided to *you* by *us* which currently includes the portal homepage and sub-pages.

Comstech owned equipment means any equipment or cabling *we*, or *our personnel*, may provide or lease to *you* to use in connection with the *service*.

Comstech software means the software supplied by *us* for use with the *service* (including, for example, software such as browsers and email programs) and includes the software that *you* need to install and use the *service*, as updated from time to time.

port means to transfer *your* service number from one *carrier* or *carriage service provider* to another *carrier* or *carriage service provider* in conjunction with *your service*.

Pre-paid account means the electronic account associated with *your SIM card* and service number to which data credits are added.

Pre-paid SIM Only Starter Kit means an Comstech Pre-Paid Wireless Internet pack containing the *Optus SIM card*. The *Pre-Paid SIM Only Starter Kit* can be purchased from *our* dealers.

Pre-paid Bundled Starter kit means the Comstech Pre-Paid Wireless Internet pack containing the Comstech *wireless modem (Roamer modem)* and *SIM card*.

pricing plan contains information about the terms and conditions and prices of the plan (including services and features) *you* have selected in *your application*. *You* may also hear a *pricing plan* referred to as a 'rate plan'.

primary email address means the email address provided with *your service*. The *primary email address* may receive communications related to the *service* from time to time.

recharge card means:

- (a) a card containing additional data credits, or
- (b) an electronic voucher containing additional data credits.

Roamer modem means a wireless modem, such as a *USB modem* which is used to access the *service*. The *Roamer modem* is compatible with both the *3G/HSPA network* and the *GSM Mobile network*

SIM card means *our* subscriber identity module (*SIM*) card which, when inserted into *your* equipment gives *you* access to the *service*.

USB Modem means a USB modem that sends and receives data, such as Internet traffic, by making a wireless connection to a mobile network to provide Internet access.

warranty period means the period, starting from the date of delivery to *you*, during which a service call and, where necessary, hardware replacement for hardware purchased by *you* from *us* will be completed at no charge. The warranty period is 12 months.

Wireless modem means the modem used to connect to the *service*.

CONTACT DETAILS	
Customer Service	On the Internet – www.comstech.com.au By phone – 1300 550 664
National Relay Service	133 677
Translating and Interpreting	131 450

Service	
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ATTACHMENT 1

MINIMUM SYSTEM REQUIREMENTS

COMSTECH SYSTEMS PRE-PAID WIRELESS INTERNET SERVICE

Roamer - USB Modem Requirements:

- An Optus approved USB Wireless modem to connect to the network
- A USIM card with a data subscription
- Standard USB interface

Minimum PC requirements: (from 18 August 2008 until 31 March 2009)

Processor	Pentium II processor
Internal memory	128 MB RAM
Disk space	100 MB
Interface	USB
Operating Systems	Windows [®] XP, 2000 and Vista

Minimum PC requirements (from 1 April 2009):

Processor	Pentium II processor
Internal memory	128 MB RAM
Disk space	100 MB
Interface	USB
Operating Systems	Windows [®] XP, 2000 and Vista Mac OS x 10.4 or above

You must be logged in with Administrator Privileges when you install Comstech Systems Pre-paid Wireless Internet or install any new device.